IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Board of Patent Appeals and Interferences
(LHTLG No. 00,464-A)

In re Application of:	)	
	)	Examiner: **Nguyen, Tan, D.**
Brown	)	
	)	Group Art Unit: **3629**
Serial No. **09/876,408**	)	
	)	Confirmation No. **7316**
Filed: **June 7, 2001**	)	
	)	
For: **METHOD AND SYSTEM FOR PROTECTING DOMAIN NAMES**	)	

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PATENT APPEAL REPLY BRIEF TO EXAMINER'S ANSWER

37 C.F.R. §41.41

Stephen Lesavich, PhD

Lesavich High-Tech Law Group, P.C.
39 S. LaSalle Street, Suite 325
Chicago, IL 66063

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REPLY BRIEF OF APPELLANT

This is a Patent Appeal Reply Brief submitted under 37 C.F.R. §41.41 to the Board of Patent Appeals and Interferences to an Examiner's Answer mailed February 13, 2008. A response is due within two months or by April 13, 2008.

The Appellant traverses all of the Examiner's assertions in Examiner's Answer. The Appellant may respond to selected assertions by the Examiner, but the Appellant intends to traverse all of the Examiner's assertions in the Examiner's Answer.

This reply is timely filed with the two month time limit provided by 37 C.F.R. §41.41.

REAL PARTY IN INTEREST

The Appellant, Charles P. Brown, is the real-party in interest.

RELATED APPEALS AND INTERFERENCES

There are no related appeals and interferences known to the Appellant.

STATUS OF CLAIMS

The status of the claims is as follows:

1. Claims at filing: 1-33
2. No Claims have been amended.
3. Claims pending: 1-33.
4. Claims rejected: 1-33.
5. Claims allowed: None.

Thus, the claims on appeal are claims 1-33.

STATUS OF AMENDMENTS

No amendments have been filed in the application and no amendments have been entered as understood by the Appellant.

SUMMARY OF THE INVENTION

The full summary of the invention is incorporated by reference from the Appeal Brief filed by the Appellant to save space here.

GROUPING OF CLAIMS

Claims 1-33 stand and fall together. A current listing of Claims 1-33 is included in Appendix A.

REPONSE TO THE EXAMINER'S ASSERTIONS

IN THE EXAMINER'S ANSWER

1. The Examiner incorrectly rejects the Appellant's invention over its own patent application and asserts the Appellant has allegedly admitted the invention in the Background section of the patent application.
2. The Examiner incorrectly combines Kortizinsky with Appellant's own application as allegedly admitted prior art.
3. The Examiner incorrectly asserts that all the Appellant's arguments fail to comply with 37 C.F.R. 1.111(b) because they: (1) amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references; and (2) the Appellant's arguments are merely the Appellant's opinions/allegations.
4. The Examiner incorrectly states the independent claims fail to particularly point out and distinctly claim the subject matter which the Appellant regards as the invention.

RESPONSE for ISSUE 1

None of the Examiner's arguments or assertions are not even remotely persuasive. The Examiner has done nothing more than cut and paste his old tired, and incorrect arguments into his answer.

The first problem with the Examiner's assertions is that he was not able to find any prior art, other than, allegedly, the Appellant's own application, that includes the claimed invention. The Examiner then feebly combines the Appellant's own application with Kortizensky, that does not teach suggest or even mention domain names, period. Kortizensky is a patent relating to medical imaging software. Koritzensky does nothing more than mention different types of software licenses. It is SILENT and provides no details on how the licenses are paid for or how they actually work.

The Examiner's assertion is clearly wrong with the respect to the Appellant admitting the invention in the Background section of the Application. The Examiner has never understood the Appellant's invention and still does not understand the Appellant's invention. The Examiner clearly does not even understand how the current domain name registration system works. The Examiner has not fairly read all of the words of the Appellant's application.

The Examiner asserts over and over that the Applicant's invention includes actually *registering a domain name*. It clearly does not. The Examiner, incorrectly, states infiniteum that because the Appellant has described how the domain name registration system works and a domain name registration can be registered for

$35.00 in the Background section of the Appellant's application, this constitutes admitting the Appellant's invention. Wrong. Wrong. Wrong.

The current invention is a method and system for protecting domain name registrations. It sits on top of the current existing public domain registration system and it interacts with the current domain registration systems already in place. As claimed, it does not register any domains names itself. Instead, it protects existing domain names already registered through existing domain name registrars. It obtains information about domain names that have already been registered from existing domain name registrars. It requires no modifications to any of the current domain registration systems to function. The current invention makes renewal of the domain registration seem permanent for a domain name registration owner, but not to any domain registration system itself. To the existing domain registration systems, a domain perpetually renewed by the current invention is no different that one that is not. The current domain name registration systems would have no knowledge the invention is being used and would have no knowledge that renewal fees are being perpetually paid by the claimed invention.

The first element of Claim 1 clearly states "accepting information associated with a domain name registration obtained from a public domain registrar." Lines 11-20 of page 16 of the application further illustrate the glaring error in understanding the invention and made by the Examiner in his analysis of the claims.

At Step 32, information associated with a domain name registration obtained from a public domain name registrar 28 such as NSI, or other ICAAN approved registrar is accepted on the permanent domain name registration system 26. In another embodiment of the present invention, the information can also be accepted from a private domain name registrar (e.g., a private domain name registrar for an

intranet or other private computer network). In another embodiment of the present invention, the permanent domain name registration system 26 could also accept information from a user and issue its own domain name registration for either a public or a private network 18. In another embodiment of the present invention, the permanent domain name registration system 26 could also obtain a domain name registration from a public domain name registrar for a user.

The Appeals Board should note the words of the claims do not say the invention registers a domain name. They clearly do not. Even though the Examiner says they do, he has no proof whatsoever. Instead it says information is accepted for a domain name that has already been registered via a domain name registrar. This portion of the application provides clear evidence to illustrate this. The Appeals Board should review the underline portions above. The application clearly states that at least two other embodiments are taught by the Appellant other than the invention claimed in the current set of claims.

One alternative embodiment is one that could accept information directly from a user and issue its own domain name registration and a second alternative embodiment is one that could accept information from a user and obtain a domain name registration from a public domain name registrar. However, that is not what is claimed in Claim 1. The Appellant is perplexed why the Examiner cannot understand this concept.

Lines 22 on page 16 through line 14 on page 17 provide further proof that Examiner analysis is clearly in error.

In one embodiment of the present invention, the accepted information includes the domain name, domain name owner, address, domain name server information and other information. However, more or fewer types of information can be accepted and the present invention is not limited to this list.

In one embodiment of the present invention, at Step 32 a user enters required information regarding a registered domain name that is accepted into the Purchase/Payment server 20. In another embodiment of the present invention, the

Purchase/Payment server 20 accepts required information directly from the public domain name registrar 28.

In one embodiment of the present invention, the Purchase/Payment server 20 dynamically checks the information with the appropriate public domain name registrar after it has been accepted. The information is checked to determine if the information is accurate, has not been tampered with, or has not been altered without explicit notification or permission of either the original domain name registrant and/or the public domain name registrar 28. This provides an additional security measure for the permanent domain name registration system 26.

This section also clearly illustrates that the invention does not register the domain names but interacts with the domain name registration systems that do. Again the Examiner could have read this section of the Application but has ignored it and all of the other comments by the Appellant.

Another example of the Examiner's lack of understand of even the rudimentary elements of the domain name registration system is stated by the Examiner in his own words on page 5. "The domain name registration basically is subscription service that identifies and protects the IP addresses to make it easier to identify the sites on the Internet" (Examiner's Answer, page 5, line 19). Wrong. Wrong. Wrong, again.

The domain name registration system does not protect IP addresses at all. The Appellant is very surprised the Examiner lacks even such an rudimentary understanding of domain name registrations. A domain name registration is only assigned an IP address when it is hosted by a domain name hosting system. A domain name registration can be easily moved from one hosting system to another, each of which has its own unique set of IP addresses. No IP addresses are ever permanently attached to or travel with a domain name registration or are protected as the Examiner suggests. This is rudimentary knowledge of the domain name

registration system even this Examiner should know and understand. Registration of a domain name does not provide the ability for anyone to find it unless it is first hosted on a server and the server's IP address is known and published in routing tables. What the domain name registration system does in part, is to allow a user to use English words to find a web-site only after a domain name is registered, assigned an IP address by a domain name hosting service and then having the domain name hosting service associate the domain name with the assigned IP address in numerous routing tables stored on various servers all over the Internet.

The Examiner clearly doesn't even understand how domain names actually work, nor does he even understand how the domain name registration system actually works based on his erroneous assertions. The Examiner's lack of knowledge of even the rudimentary principals of the domain name registration system are a big part of the problem in the present matter. He just doesn't get it.

The Examiner also equates the Appellant's invention with a subscription service for actually registering domain names over and over. As just a couple examples, the Examiner asserts in his reply that the Appellant's claimed invention is a subscription service and "the subscription service is domain name registration." (Examiner's Answer, Page 5, lines 7, 11).

Clearly it is not. The Appellant's invention relates to perpetually paying renewal fees for existing domain name registrations that have already been registered by a domain name registrar.

The Examiner then equates the Appellant's invention with a subscription service for medical imaging software allegedly taught by Kortizensky. However, even with a series of convoluted arguments that border on being nonsense, the

Examiner was forced to admit by his own words that Kortizensky does not explicitly teach the features of the Appellant's invention. He could not make such an assertion because Kortizenky does not teach suggest or even mention domain names. Kortizensky has no connection to domain names, period.

In addition, to reach the conclusion that the Koritizenksy only inherently teaches the Appellant's invention, the Examiner had to assert Kortizensky really does not teach a subscription service but instead only teaches different types software licenses for medical imaging software. However, the Examiner then again absurdly asserts in a completely self-serving way to bolster his own arguments "the type of subscription service is not critical." (Examiner's Answer, page 7, line 6).

The Examiner then arbitrarily assigns a critical and non-critical factors with no basis from the prior art to bolster his convoluted arguments, asserting the critical issue is "fee payment option." (Examiner's Answer, page 7, line 7). Yet, another fatal error in the legal analysis made the Examiner.

However, even temporarily considering the fee payment option as a critical factor, the Examiner's assertions are still technically incorrect when he tries to use them considering how the current domain name registration system actually works.

For example, the Examiner asserts on page 6, that the current domain name registration system could accomplish the same thing as the claimed invention by allowing someone to pay $3,500 to cover 100 years and $1,000,000 for a perpetually permanent service. (Examiner's Answer, Page 6, lines 13-17).

Again this illustrates the Examiner's lack of understand of the domain name registration system actually works. First, under the current domain name registration system, renewals can only be accepted for one to ten years. See Table 1

which illustrates a renewal page for renewals at register.com, one of the largest public domain name registrars. Note that no domain name registration can be renewed for more than 10 years.

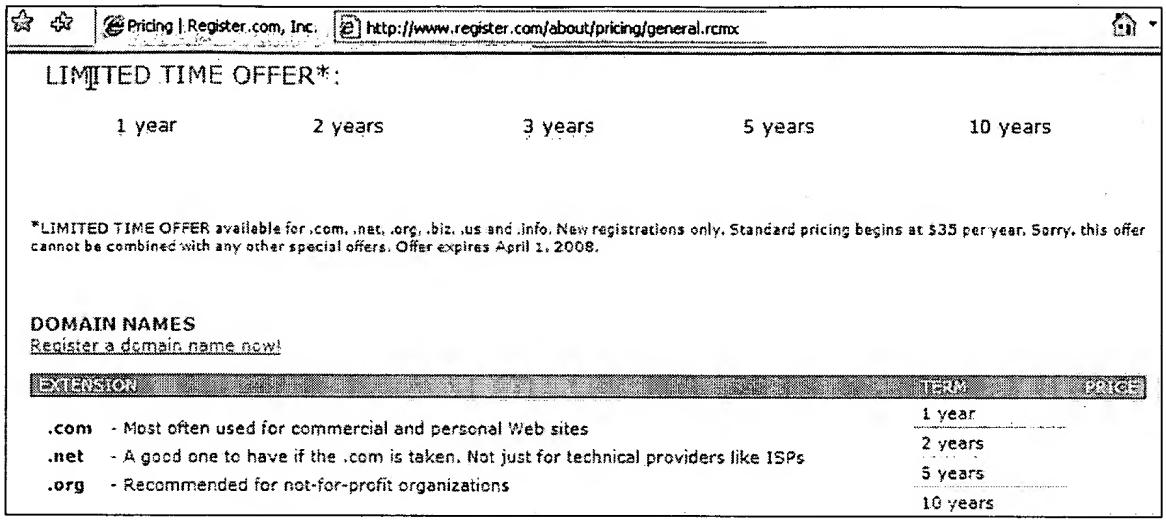

Table 1.

No one can currently make a payment of any kind to cover 100 years as the Examiner suggests. This is yet another reason why the Appellant's claimed invention is so novel. The Appellant's claimed invention can provide perpetual payment of renewal fees for an existing domain name registration, even though such perpetual payments in large sums as the Examiner suggests are not currently possible. In addition, after 100 years in the Examiner's example, the domain name registration would also expire because the fees paid would be exhausted. The Examiner has illustrated nothing except trying to make a payment that is not even possible with domain name registration systems as they exist today. The first prong of his assertion is thus wrong, wrong, wrong.

Second, the Examiner asserts a $1,000,000 payment could be made for a perpetually permanent service. Wrong. Wrong. Wrong again. Even, if a $1,000,000

payment could be accepted, and it can not, the payment would NOT provide a perpetually permanent service. As the domain name registration system functions today, assuming a cost of renewal at $35.00/year used by the Examiner, a domain name registered with a $1,000,000 fee would still expire in 28,571 years. Thus, it could never be a perpetually permanent service because the one-time fee would eventually expire. Does the Examiner even understand the meaning of perpetual? There is nothing perpetual about a one time fee paid to the current domain name registration system without use of the Appellant's invention.

In addition, one of the novel features of the claimed invention allows someone to pay one-time fee of a few hundred dollars to actually accomplish what incorrectly though he could accomplish for $1,000,000. As a practical matter, no business organization would ever pay a $1,000,000 fee to protect one single domain name registration anyway, even if they could. Such a large amount of money would always be put to better purposes. Plus, using the Examiner's example of having to fee a $1,000,000 fee would exclude virtually all current domain name registration owner's, with the possible exception of a very, very select few Fortune 500 companies. One of the purposes of the claimed invention is to allow an average person as well as large business organizations as well to pay a small amount of money as a one time fee to permanently protect an existing domain name already and previously registered by perpetually paying renewal fees.

There has to be some basis in reality for the Examiner to make assertions. However, in the present matter, reality does not support the Examiner's assertions. The dangerous thing about the Examiner's arguments is he is intentionally placing unnecessary restrictions and describing unrealistic scenarios that in his mind only

are equivalent and that don't even work, or are not even possible based on the current domain name registration systems.

The Examiner found no other prior art other than allegedly the Appellant's own application. As discussed above, this is clearly wrong. In addition, Kortizinsky does not teach, suggest or even mention domain names. Period. The Examiner admitted that Kortizinsky did not explicitly teach or suggest the claimed invention. The Examiner then made assumptions about what features of the claimed invention were critical and made wild unfounded allegations to assert the claimed invention was inherently taught in Kortizinsky. Wrong. Wrong. Wrong. Even then, examples the Examiner used were technically incorrect based on the way the current domain name registration system functions and did not and cannot support his alleged inherent argument assertions.

The Board must correct the Examiner's lack of understand of technology, his misapplication of U.S. Patent Law and must not allow such mistakes and behavior to continue.

CONCLUSION FOR ISSUE 1

Based on these remarks, the Appellant now requests the Appeal Board instruct the Examiner to immediately withdraw all obviousness rejections and immediately pass all the claims to allowance. In the alternative, if the Board feels the claims are not ready for allowance the Appellant requests the application be passed to another Examiner who will at least treat the Appellant fairly.

RESPONSE FOR ISSUE 2

Kortizinsky teaches medical imaging software. The Examiner asserts that the one-time payment fee for medical imaging software taught by Kortizinsky inherently maps over the Appellant's invention. The Examiner then asserts "if the fee payment option is so cheap, one would pick the permanent or lifetime or non-expiring service to insure lifetime service." (Examiner's Answer, Page 7, line 10).

However, the Assignee of the Kortizinsky patent is GE Medical systems. It was well known in the art at the time the Kortizinsky patent issued and today as well that the one-time license fees charged by GE Medical systems for medical imaging systems such as CAT scanners and MRI is typically in the range of hundreds of thousands of dollars to several million dollars. The lifetime service taught by Kortizinsky would therefore not be cheap at all. The lifetime service option would not be the cheapest, but likely be the most expensive option of all. The Examiner just makes another assumption that such a lifetime software license would be cheap without any proof from Kortizinsky or any other prior art documents.

The Examiner shows his same lack of understanding of the Kortizinsky reference by assuming a one-fee fee for medical imaging software would be cheap, as he did by assuming paying $1,000,000 to a domain name registrar provides permanent registration of a domain name. He again either completely misses or ignores one of the advantages of the Appellant's invention, namely, paying a small amount of money to perpetually renew a domain name registration that has been already registered. The Examiner also completely ignores that the Kortizinsky is completely silent on how the software licenses it describes actually work and what the fee structure actually would be.

Another problem with the Examiner equating a domain name registration with a software license as taught by Kortizensky is that registering a domain name with a public domain name registrar does not confer ownership in the traditional sense of the word and does not confer the same ownership rights as software license as the Examine suggests. What is referred to as "domain name ownership" is really just a right to use a domain name, that must be first hosted on a network server that publishes its network address for use on the Internet. This right to use the domain name is contingent on its corresponding registration fee being current. In addition, without the Appellant's invention, the rights associated with a domain name registration cannot be split up, or used by co-onwers.

Finally, there is no reason to include a subscription service for maintaining medical imaging systems with the Appellant's invention and there would not be any expectation of success of doing so. Koritzinsky includes a complex architecture specifically for medical imaging. (See FIGS. 1-16). Kortizinsky does not teach suggest or even mention domain name registrations and has no reason to use a domain name for anything.

There is no reason to include the components of Appellant's application in Koritzinsky since nothing taught by Koritzinsky is necessary to practice the Appellant's invention.

In addition, the Appellant's invention could not be included in Kortizinsky, technically or artificially to try and support the Examiner's arguments since the Kortizinsky invention relates to medical imaging software used to diagnose disease and illnesses. There would be absolutely no reason for a hospital or other medical

facility that is treating patients who are potentially suffering from life threatening illnesses or disease to pay renewal fees for domain name registrations already obtained from a domain name registrar to practice the Appellant's invention.

The Board must correct the Examiner's lack of understand of technology, his misapplication of U.S. Patent Law and must not allow such mistakes and behavior to continue.

CONCLUSION FOR ISSUE 2

Based on these remarks, the Appellant now requests the Appeal Board instruct the Examiner to immediately withdraw all obviousness rejections and immediately pass all the claims to allowance. In the alternative, if the Board feels the claims are not ready for allowance the Appellant requests the application be passed to another Examiner who will at least treat the Appellant fairly.

RESPONSE for ISSUE 3

The Examiner asserts that all the Appellant's arguments fail to comply with 37 C.F.R. 1.111(b) because they: (1) amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references; and (2) all of the Appellant's arguments are merely the Appellant's opinions/allegations and nothing more.

First of all, the Appellant has provided the following to the Examiner: (1) a response to a first office action (19 pages); (2) a response to a final office action (16 pages); and (3) an appeal brief (60 pages). All of these documents include well reasoned legal arguments based on the facts of this matter and cited relevant case law and relevant patent rules.

In addition, three office actions and an answer to an appeal brief with incorrect application of U.S. Patent Law are just that: three bad office actions and a bad answer to an appeal brief with incorrect application of U.S. Patent Law. The Appellant can only respond in a very limited number of ways to a clear misapplication of U.S. Patent Laws by the Examiner and his lack of understanding of the Appellant's invention and related technology.

The assertion by the Examiner that 95 pages of arguments are nothing more than general allegations and merely the Appellant's unfounded opinions and allegations are nonsensical, disrespectful and disingenuous. The Appellant has spent many of those 95 pages pointing out to the Examiner the errors in his understanding of the technology and his numerous errors in the application of U.S. Patent laws. These statements also should clearly show the Appeals Board how biased the Examiner is toward the Appellant as well.

In addition, the Appellant has clearly told the Examiner over and over the Background section of the Appellant's own application DOES NOT INCLUDE THE INVENTION AS CLAIMED.

The Examiner found no prior art anywhere relating to perpetually paying renewal fees for existing domain name registrations other than allegedly the Appellant's own application. Kortizensky does not teach, suggest or even mention domain names, period.

The Examiner asks the Appellant again to specifically point out how "the language of the claims patentably distinguishes them from the references," which include the Appellant's own application from which the pending claims were drafted.

The Examiner, by his own words, is requiring the Appellant to specifically point out how the language of the Appellant's own claims are distinct from themselves. Yes, this circular assertion by the Examiner and its corresponding request is as *ridiculous* as it sounds.

The Examiner also indicated that the combination of the Appellant's invention and Koritzensky "would have been obvious as routine business matters." (Examiner's Answer, page 10). However, the Examiner found no prior art other than allegedly the Appellant's own application with respect to domain names. Kortizensky does not teach suggest or even mention domain names, period.

The service provided by the Appellant based on the claimed invention is unique to the Appellant. It the claimed invention had actually been routine business matters, someone other than the Appellant would be routine practicing all the component of the Appellant's invention. No one is.

In the Appeal Brief filed the Appellant, the Appellant asks the Examiner to state in writing why he had not violated MPEP 706 by writing his own claims and asserting his own claims with his own claim language against the Appellant instead of examining the claims as written by the Appellant instead.

The Examiner's only response was "As for the arguments with respect to...". and that was it. (Examiner's Answer, page 11). The Examiner responded no further. Clearly the Examiner knows he has violated MPEP 706.07 and did not have any rebuttal argument to make. Thus, the Appeals Board should deem this lack of response as an admission by the Examiner that he has indeed violated MPEP 706.07.

The Board must correct the Examiner's lack of understand of technology, his misapplication of U.S. Patent Law and must not allow such mistakes and biased behavior to continue.

CONCLUSION FOR ISSUE 3

Based on these remarks, the Appellant now requests the Appeal Board instruct the Examiner to immediately withdraw all obviousness rejections and immediately pass all the claims to allowance. In the alternative, if the Board feels the claims are not ready for allowance the Appellant requests the application be passed to another Examiner who will at least treat the Appellant fairly.

RESPONSE for ISSUE 4

The Board will note that the Examiner has rejected a portion of the Appellant's claim that the Examiner previously *admitted* was not taught by any of the cited or alleged prior art as now being vague and indefinite.

The test for definiteness under 35 U.S.C. 112, second paragraph, is whether "*those skilled in the art would understand what is claimed when the claim is read in light of the specification.*" *Orthokinetics, Inc. v. Safety Travel Chairs, Inc.*, 806 F.2d 1565, 1576, (Fed. Cir. 1986).

The cited portions of Claims 1 and 19 clearly meet this test for definiteness under the holding of *Orthokinetics, Inc.* The Examiner's own words support the Appellant has met the burden of this test.

In addition, the Board will note Examiner by his own words clearly violated the patent rule cited forth in MPEP §2173.02. This rule states "that if the language used by applicant satisfies the statutory requirements of 35 U.S.C. 112, second paragraph, but the Examiner merely wants the applicant to improve the clarity or precision of the language used, the claim must not be rejected under 35 U.S.C. 112, second paragraph, rather, the Examiner should suggest improved language to the applicant...*If the applicant does not accept the Examiner's suggestion, the Examiner should not pursue the issue.*" MPEP §2173.02.

However, in the spirit compromise, if this is the only remaining open issue, the Appellant would make the claim modification that the Examiner suggest, even though, by binding U.S. Case law precedent and the current patent rules the Examiner is clearly wrong.

CONCLUSION FOR ISSUE 4

Thus, the 35 U.S.C. 112, second paragraph is clearly improper. Therefore, the Appellant now requests the Appeal Board instruct the Examiner to immediately withdraw the 35 U.S.C. 112, second paragraph with respect to the cited claims.

CONCLUSION FOR ALL ISSUES

For the foregoing reasons, Appellant submits that all of the Examiner's rejection of claims 1-33 are clearly erroneous. Accordingly, Appellant respectfully requests that the Appeal Board reverse all of the Examiner's rejection of claims 1-33 and immediately pass all claims 1-33 to allowance.

Respectively submitted:

Lesavich High-Tech Law Group, P.C.

Date: March 31, 2008

By: _____

Stephen Lesavich, PhD
Registration No. 43,749

APPENDIX A – Claims Listing Appendix

Claims 1-33:

1. **(Original)** A method for protecting domain name registrations with a permanent registration certificate, comprising:

accepting information associated with a domain name registration obtained from a public domain name registrar on a permanent domain name registration system;

accepting a one-time permanent registration fee for the domain name registration on the permanent domain name registration system, wherein the one-time permanent registration fee is used to perpetually pay all future renewal fees for the domain name registration; and

issuing a permanent registration certificate for the domain name registration based on the accepted information, wherein the permanent registration certificate provides a permanent registration of the domain name registration including perpetually determining, paying and verifying current and future renewal fees due for the domain name registration at the public domain name registrar from the permanent domain name registration system.

2. **(Original)** The method of Claim 1 further comprising a computer readable medium having stored therein instructions for causing a processor to execute the steps of the method.

3. **(Original)** The method of Claim 1 further comprising:

creating an electronic permanent registration certificate from the accepted information; and

storing an electronic permanent registration certificate in one or more databases associated with the permanent domain name registration system, wherein the stored electronic permanent registration certificate can be viewed via a computer network.

4. **(Original)** The method of Claim 1 further comprising:

issuing a domain name registration insurance policy with the permanent registration certificate, wherein the insurance policy covers financial losses associated with not properly renewing a domain name registration.

5. **(Original)** The method of Claim 1 further comprising:

issuing a domain name registration title with the permanent registration certificate, wherein the domain name registration title covers financial losses associated with not properly renewing a domain name registration.

6. **(Original)** The method of Claim 1 further comprising:

issuing a plurality shares in the domain name associated with the permanent registration certificate, wherein, the plurality of shares allow a plurality of ownership interests to be sold in the domain name registration associated with the permanent registration certificate.

7. **(Original)** The method of Claim 1 further comprising:

issuing leases or sub-leases for the domain name associated with the permanent registration certificate, wherein, the leases or sub-leases allow ownership interests to be reserved for a limited duration in the domain name registration associated with the permanent registration certificate.

8. **(Original)** The method of Claim 1 further comprising:

issuing co-ownership certificates for the domain name associated with the permanent registration certificate, wherein, co-ownership certificates allow two or more entities in two or more different locations to co-own one domain name registration associated with the permanent registration certificate.

9. **(Original)** The method of Claim 1 wherein the step of issuing a permanent registration certificate includes issuing an electronic permanent registration certificate or other than an electronic permanent registration certificate.

10. **(Original)** The method of Claim 1 wherein the one-time permanent registration fee is added to a financial instrument whose profits or interest is used to perpetually pay future renewal fees for the domain name registration.

11. **(Original)** The method of Claim 10 wherein the financial instrument includes an interest bearing account, a certificate of deposit, mutual funds, stocks, bonds or annuities.

12. **(Original)** The method of Claim 1 wherein the step of accepting a one-time permanent registration fee includes accepting a one-time permanent registration fee electronically over the Internet.

13. **(Original)** The method of Claim 1 wherein the step of accepting a one-time permanent registration fee includes accepting a one-time permanent registration fee other than electronically over the Internet.

14. **(Original)** A method for providing permanent registration of domain names, comprising:

(a) generating a list of domain name registrations from one or more databases associated with a permanent domain name registration system for which renewal fees on a public domain name registrar must be paid,
wherein the generated list of domain name registrations includes a plurality of domain name registrations for which a plurality of permanent registration certificate has been purchased,

wherein the permanent registration certificate provides a permanent registration of the domain name registration including perpetually determining, paying and verifying current and future renewal fees for the domain name registration at the public domain name registrar from the permanent domain name registration system;

(b) paying renewals fees electronically on the public domain name registrar for the list of generated domain name registrations;

(c) querying the public domain register to determine whether all of the domain name registrations from the generated list of domain name registrations have been renewed on the public domain name registrar, and if not,

(d) transferring additional renewal fees for any domain name registrations from the generated first list of domain name registrations that have not been renewed on the public domain name registrar, thereby ensuring renewal of domain name registrations, and

(e) notifying administrators at the permanent domain name registration system and the public domain name registrar of any renewal fee discrepancies; and

(f) repeating steps (a)-(c) periodically.

15. **(Original)** The method of Claim 14 further comprising a computer readable medium having stored therein instructions for causing a processor to execute the steps of the method.

16. **(Original)** he method of Claim 14 wherein the step of generating a list of domain name registrations includes generating a list of domain name registrations a pre-determined time period before renewal fees on a public domain name registrar must be paid.

17. **(Original)** The method of Claim 14 further comprising:

periodically comparing renewal dates for the plurality of domain name registrations on the permanent domain name registration system with the renewal dates on the public domain name registrar; and

notifying administrators at the permanent domain name registration system and the public domain name registrar of any renewal date discrepancies.

18. **(Original)** The method of Claim 14 further comprising:

periodically comparing renewal dates for the plurality of domain name registrations on the permanent domain name registration system with the renewal dates on the public domain name registrar;

determining from the permanent domain name registration system whether any renewal fees are due for any domain name registrations for which the public domain name registrar does not show a renewal fee is due, and if so,

transferring additional renewal fees for any such domain name registrations, and notifying administrators at the permanent domain name registration system and the public domain name registrar of any renewal date discrepancies.

19. **(Original)** A method for providing a permanent web-site, comprising:

accepting a domain name for which a permanent registration certificate has been issued, wherein the permanent registration certificate provides a permanent registration of the domain name including perpetually determining, paying and verifying current and future renewal fees for the domain name at a public domain name registrar from a permanent domain name registration system;

accepting electronic content for a permanent web-site to be associated with the domain name on the permanent domain name registration system;

accepting a one-time permanent web-site fee for hosting the domain name on the permanent domain name registration system, wherein the one-time permanent web-site fee is used to perpetually host the domain name on the permanent domain name registration system; and

perpetually hosting a permanent web-site accessible via the Internet for the domain name for which a permanent registration certificate has been issued.

20. **(Original)** The method of Claim 19 further comprising a computer readable medium having stored therein instructions for causing a processor to execute the steps of the method.

21. **(Original)** The method of Claim 19 wherein the one-time permanent web-site fee is added to a financial instrument whose profits or interest is used to perpetually pay administrative costs to host a web-site for the domain name accessible via the Internet on the permanent domain name system.

22. **(Original)** The method of Claim 21 wherein the financial instrument includes an interest bearing account, a certificate of deposit, mutual funds, stocks, bonds or annuities.

23. **(Original)** The method of Claim 19 wherein the step of perpetually hosting a web-site includes perpetually hosting the web-site on the permanent domain name registration system.

24. **(Original)** The method of Claim 19 wherein the step of perpetually hosting a web-site includes perpetually hosting the web-site on a host other than the permanent domain name registration system.

25. **(Original)** A method of providing co-use of a permanent registration of a domain name, comprising:

hosting a permanent domain name on a network server, wherein the permanent domain name is a domain name for which a permanent registration certificate has been issued, wherein the permanent registration certificate provides a permanent registration of the domain name registration including perpetually determining, paying and verifying current and future renewal fees due for the domain name registration at a public domain name registrar from a permanent domain name registration system and wherein the permanent domain name is co-used by a plurality of co-users;

accepting a request for electronic content on the network server for one of the plurality of co-users using the permanent domain name;

determining which one of the plurality of co-users the request is for using information included in headers used with a protocol used to request the electronic content; and

directing the request to the determined co-user.

26. **(Original)** The method of Claim 25 further comprising a computer readable medium having stored therein instructions for causing a processor to execute the steps of the method.

27. **(Original)** The method of Claim 25 wherein the plurality of co-users are co-owners of the permanent domain name.

28. **(Original)** The method of Claim 25 wherein the plurality of co-users are leasing or sub-leasing the permanent domain name.

29. **(Original)** The method of Claim 25 wherein the step determining which one of the plurality of co-users the request is for using information included in headers used with a protocol used to request the electronic content includes determining which one of the plurality of co-users the request is for using an Internet Protocol address included in a header used with a protocol used to request the electronic content.

30. **(Original)** A permanent domain name registration system, comprising in combination:

a permanent registration certificate for providing permanent registration of a domain name, wherein the permanent registration certificate provides a permanent registration of a domain name including perpetually determining, paying and verifying current and future renewal fees for the domain name at a public domain name registrar; and

a plurality of servers associated with a plurality of databases accessible via the Internet for accepting information associated with a domain name registration obtained at the public domain name registrar, accepting a one-time permanent registration fee for the permanent registration certificate and for issuing the permanent registration certificate.

31. **(Original)** The system of Claim 30 wherein the plurality of servers associated with a plurality of databases include a Purchase/Payment server and associated database, an administrative server and associated database and a permanent web-site server and associated database.

32. **(Original)** A permanent domain name registration system, comprising in combination:

a permanent registration certificate for providing permanent registration of a domain name, wherein the permanent registration certificate provides a permanent registration of a domain name including perpetually determining, paying and verifying current and future renewal fees for the domain name at a public domain name registrar;

a permanent web-site for perpetually hosting a web-site associated with the domain name registration from an issued permanent registration certificate, wherein the web-site is accessible via the Internet; and

a plurality of servers associated with a plurality of databases accessible via the Internet for issuing a permanent registration certificate for a domain name registration, perpetually hosting a web-site associated with the domain name registration from an issued permanent registration certificate, wherein the web-site is accessible via the Internet, accepting a one-time permanent registration fee for the permanent registration certificate and accepting a one-time permanent web-site fee for perpetually hosting a web-site associated with the domain name registration from an issued permanent registration certificate.

33. **(Original)** The system of Claim 32 wherein the plurality of servers associated with a plurality of databases include a Purchase/Payment server and associated database, an administrative server and associated database and a permanent web-site server and associated database.

APPENDIX B – Evidence Appendix

Not Applicable.

APPENDIX C – Related Proceedings Appendix

Not Applicable.